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<b>ISSUE</b>	Addendum B
<b>DOCUMENT TITLE</b>	Second Addendum to the MOA between NASA and NSF for Spacecraft Tracking and Data Acquisition at McMurdo Ground Station (MGS), Antarctica
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**NONREIMBURSABLE INTERAGENCY AGREEMENT**  
**BETWEEN**  
**THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) AND**  
**THE NATIONAL SCIENCE FOUNDATION (NSF)**  
**FOR**  
**SPACECRAFT TRACKING AND DATA ACQUISITION AT**  
**MCMURDO GROUND STATION (MGS), ANTARCTICA.**  
**ADDENDUM-B COSMIC**

**REFERENCES:**

1. Parent Active Agreement: Memorandum of Agreement between the National Science Foundation and the National Aeronautics and Space Administration for Spacecraft Tracking and Data Acquisition at McMurdo Station, Antarctica (Agreement #450-AGMT-0026, Effective 9/28/1993).

**ARTICLE 1. AUTHORITY AND PARTIES**

In accordance with The National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration's Headquarters Science Mission Directorate, located at 300 E. Street SW, Washington, D.C. 20546 (hereinafter referred to as "NASA") and the National Science Foundation located at 2415 Eisenhower Avenue Alexandria, VA 22314-1000 (hereinafter referred to as "Partner or "NSF"). NASA and the National Science Foundation may be individually referred to as a "Party" and collectively referred to as the "Parties".

**ARTICLE 2. PURPOSE**

This is the second addendum to the MOA between NASA and NSF for spacecraft tracking and data acquisition at McMurdo Ground Stations (MGS), Antarctica.

The NSF and the Government of Taiwan have collaborated to launch and operate COSMIC, a fleet of 6 satellites. In order to reduce data latency, COSMIC requires downlink telecommunications services from NASA's MGS to monitor spacecraft health and safety and to reduce data latency. In order to provide data services to NSF's agent, University Corporation for Atmospheric Research (UCAR), in Boulder Colorado an upgrade to NASCOM services from Centennial Colorado to GSFC is required.

### **ARTICLE 3. RESPONSIBILITIES**

A. NASA will use reasonable efforts to:

- A.) Provide COSMIC telemetry data from MGS to NSF's agent, University Corporation for Atmospheric Research (UCAR) as scheduled by UCAR.
- B.) Provide additional bandwidth between Centennial Colorado and GSFC for the IONet tunnel.

#### **Mission Responsibilities:**

Provide downlink telecommunications services through the MGS to NSF's Agent, UCAR

B. NSF will use reasonable efforts to:

- A.) Schedule MGS services for COSMIC
- B.) Provide additional bandwidth to the NASA tunnel, the volume to be determined by NSF.
- C.) Accept telemetry data at a mutually agreed upon site.

#### **Mission Responsibilities:**

Operate the COSMIC fleet and capture and distribute its data

### **ARTICLE 4. SCHEDULE AND MILESTONES**

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows: N/A

### **ARTICLE 5. FINANCIAL OBLIGATIONS**

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

### **ARTICLE 6. PRIORITY OF USE**

Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or NSF, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and NSF's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

#### **ARTICLE 7. LIABILITY AND RISK OF LOSS**

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

#### **ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS**

NASA and NSF agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this IAA or agreed to by NASA and other Federal Agency for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

#### **ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS**

Unless otherwise agreed upon by NASA and NSF, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of an Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

#### **ARTICLE 10. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA**

NASA or NSF may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and NSF will seek to consult with each other prior to any such release, consistent with the Parties' respective policies. Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

#### **ARTICLE 11. TERM OF AGREEMENT**

This IAA becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the effective date, whichever comes first.

#### **ARTICLE 12. RIGHT TO TERMINATE**

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

#### **ARTICLE 13. CONTINUING OBLIGATIONS**

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and related clauses ["Financial Obligations" if reimbursable] shall survive such expiration or termination of this Agreement.

#### **ARTICLE 15. DISPUTE RESOLUTION**

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and NSF will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to The Department of the Treasury's Intragovernmental Transaction Guide (Treasury Financial Manual, Vol. 1, Chapter 2, Part 4700, Appendix 10 (hereinafter, the "Intragovernmental Transaction Guide")).

#### **ARTICLE 16. MODIFICATIONS**

Any modification to this IAA shall be executed, in writing, and signed by an authorized representative of NASA and the NSF.

#### **ARTICLE 17. APPLICABLE LAW**

U.S. Federal law governs this IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 14. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

##### Management Points of Contact:

NASA  
Philip Baldwin  
Operations Manager, Network Services Division  
Space Communications and Navigation Program  
300 E. Street SW  
Washington, DC 20546  
(202) 358-1985  
philip.j.baldwin@nasa.gov

National Science Foundation  
Paul B. Shepson  
Division Director, Division of  
Atmospheric and Geospace Sciences  
2415 Eisenhower Avenue  
Alexandria, VA 22314-1000 Phone:  
Phone: (703) 292-8520  
pshepson@nsf.gov

#### ARTICLE 19. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

BY: Badri A. Younes  
Badri Younes  
Deputy Associate Administrator  
Space Communications and Navigation Program  
National Aeronautics and Space Administration

DATE: Aug 27, 2018

BY: Kelly K. Falkner  
Kelly K. Falkner  
Director, Office of Polar Programs  
National Science Foundation

*Note: NSF Management  
Point of Contact is current  
AGS Division Director KKF*  
DATE: OCT 22, 2018